

DECLARATION

THIS DECLARATION, made on the date hereinafter set forth by LENNAR HOMES, INC., a Florida corporation, hereinafter referred to as "Developer",

WITNESSETH:

WHEREAS, Developer is the owner of certain property located in Orange County, Florida, which is more particularly described as:

CURRY FORD WOODS, UNIT ONE, according to the Plat thereof, as recorded in Plat Book 13 at Page 135 of the Public Records of Orange County, Florida.

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values and amenities established as aforesaid to create a corporation known as CURRY FORD WOODS HOMEOWNERS ASSOCIATION, INC., to which there has been and will be delegated and assigned certain powers and duties of ownership, operation, administration, maintenance and repair of, the enforcement of the covenants, restrictions and easements contained herein and the collection and disbursement of the assessments and charges hereinafter provided.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, Developer hereby declares that all of the properties described above shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to CURRY FORD WOODS HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, its successors and assigns. Attached hereto and made a part hereof by this reference as Exhibits "C" and "D" are copies of the Articles of Incorporation and By-Laws for the Association.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely for the performance of an obligation.

Section 3. "The Project" or "The Property" shall mean and refer to that

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certain real property which is hereinafter described in Sections 4, 6, and 7 of this Article, and such additions thereto as may hereafter, by annexation, be brought within the jurisdiction of the Association.

Section 4. "Common Open Space" shall mean all real property to be owned by the Association for the common use and enjoyment of the Owners hereinafter defined. The Common Open Space to be owned by the Association at the time of conveyance of the first Lot is described as follows:

TRACTS D and E of CURRY FORD WOODS, UNIT ONE according to the Plat thereof, as recorded in Plat Book 13 at Page 135 of the Public Records of Orange County, Florida.

Section 5. "General Plan of Development" or "General Plan" shall mean and refer to the Plan of Development for Curry Ford Woods which is Exhibit "A" attached hereto and by this reference made a part hereof.

Section 6. "Lot" shall mean and refer to all of the Lots shown upon the recorded Subdivision Plats of The Project upon which shall be built Units.

Section 7. "Undeveloped Parcel" shall mean and refer to the real property described in Exhibit "B" hereto; which is presently an unimproved parcel of land which developer may, but is not obligated to, develop pursuant to the General Plan and by annexation subject to this Declaration.

Section 8. "Annexation" shall mean and refer to the subjecting of any portions of the Undeveloped Parcel to this Declaration.

Section 9. "Developer" shall mean and refer to LENNAR HOMES, INC., its successors and assigns, if such successors and assigns should acquire more than one undeveloped Lot from Developer for the purpose of development. Lennar Homes, Inc. shall at all times have the right to assign its interest herein to any successor or nominee.

Section 10. "Zero Lot Line Wall" shall mean that exterior wall of a Unit which is constructed immediately contiguous to the sideyard perimeter line of the Lot upon which the Unit is constructed.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Open Space, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

A. All provisions of this Declaration, any plat of all or any part or parts of The Project and the Articles of Incorporation and By-Laws of the Association.

B. Rules and regulations adopted by the Association governing the use and enjoyment of the Common Open Space;

C. The right of the Association to suspend the voting rights of any Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

D. The right of the Association to dedicate, sell or transfer all or any part of the Common Open Space to any public agency, authority or utility for such purpose and subject to conditions as may be agreed to by the members. No such dedication, sale or transfer shall be effective unless an instrument agreeing to such dedication, sale or transfer signed by two-thirds (2/3) of each class of members has been recorded.

E. An exclusive easement for the unintention and non-negligent encroachment by any Unit upon any other Unit for any reason not caused by or resulting from the willful or negligent act of Developer or any Unit Owner(s), including, without limitation, encroachments caused by or resulting from the original construction of improvements, which exclusive easement shall exist at all times during the continuance of such encroachment, as an easement appurtenant to the encroaching Unit or other improvement, to the extent of such encroachment.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the appropriate By-laws, his right of enjoyment to the Common Open Space, to the members of his family, his tenants or contract purchasers who reside on the property.

Section 3. Permitted Uses. The Common Open Space shall be restricted to the following uses:

(a) The Common Open Space, now and forever, shall be restricted hereby such that it shall be maintained as open space for the use and benefit of the Owners, and shall not be used for any commercial or industrial use except as herein described.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two (2) classes of voting membership:

Class A. Class "A" members shall be all Owners with the exception of the Developer and shall be entitled to one vote for each Lot owned.

When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class "B" member(s) shall be the Developer as defined in this Declaration, and shall be entitled to three votes for each Lot owned.

The Class "B" membership shall cease and be converted to Class "A" membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class "A" membership equals the total votes outstanding in the Class "B" membership; or
- (b) on January 1, 1989.

ARTICLE IV

COVENANT FOR MAINTENANCE

Section 1. The Association shall at all times maintain the Common Open Space in good condition and repair.

Section 2. The Association shall at all times maintain fire and extended coverage on insurable Common Open Space on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurance value (based on current replacement cost). Proceeds of such hazard insurance for losses to Common Open Space shall not be used for other than the repair, replacement, or reconstruction of such Common Open Space.

Section 3. In the event an owner of any Lot in the properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval of two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Lot owned within The Project, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deeded to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Property at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in The Project and for the improvement and maintenance of the Common Open Space.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an owner, the maximum annual assessment shall be \$21.00 per Unit.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessment for Capital Improvement. In addition to the

annual assessments authorized above, the Association, through its Board of Directors, may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repaving, repair or replacement of a capital improvement upon the Common Open Space, including fixtures and personal property related thereto, if any, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and

4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or Section 4 shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots, except that as long as there is Class "B" membership, the Developer will have the following option:

(a) The Developer may pay the annual assessment at the rate of twenty-five percent (25%) of the rate fixed for Class A membership on all unoccupied Lots owned by the Developer and in addition, will pay the difference, if any, between the total operating expenses for the maintenance areas and the amount of assessments required to be paid pursuant to this Article; or

(b) The Developer may pay the full rate of assessment at which time the obligation to pay the difference between expenses and assessments will cease.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The

annual assessments provided for herein shall commence as to all Lots on the first day of the month following conveyance of the Common Open Space. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amounts of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner

subject thereto. The due dates shall be established by the Board of Directors. The assessments, at the election of the Association, may be collected on a monthly basis. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance. The Association may delegate to a mortgage company or financial institution responsibility for collection of assessments.

Section 8. Effect of Non-Payment of Assessment; Remedies of the Association.

Any assessment not paid within thirty (30) days of the due date shall bear interest at the rate of eighteen percent (18%) per annum. The Association may, at its election, bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Open Space or abandonment of his Lot. A first Mortgagee, upon request, is entitled to written notification from the Association of any default in payment of any assessment which is not cured within sixty (60) days.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage securing an indebtedness which is amortized for monthly or quarter-annual payments over a period of not less than ten (10) years and shall be subordinate to any mortgage held or insured by an Institutional Mortgagee regardless of the period of amortization. The sale or transfer of any Lot pursuant to the foreclosure or any proceeding in lieu thereof of a first mortgage meeting the above qualifications, shall extinguish the lien of such assessments as to payments which became due prior to the sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Florida shall be except from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE VI

ANNEXATION

Section 1. Annexation and Development. Additional property which is legally described in Exhibit "B" attached hereto may be annexed by the Developer in whole or in part without the consent of members within five (5) years of the date of the instrument, provided that the Federal Housing Administration and/or Veterans Administration determines that the annexation is in accordance with the General Plan of Development heretofore approved by the Veterans Administration or Federal Housing Administration.

Such annexations, if they are made, will subject the lots in the annexed property to assessment for their just share of Association expenses and costs, and to these Covenants and Restrictions.

Annexations, if any, shall become effective upon the recording of an amendment to the Declaration in the Public Records of Orange County, Florida.

Section 2. Other Annexation of Property. Additional residential property, common areas and recreational facilities may be annexed to the Property with the consent of two-thirds (2/3) of each class of members of the Association. Such annexation shall become effective upon the recording of an amendment to this Declaration in the Public Records of Orange County, Florida. As long as there is a Class B membership and as long as the Federal Housing Administration or the Veterans Administration has an interest in The Project, the annexation of additional properties to Curry Ford Woods will require the prior approval of the Veterans Administration or the Federal Housing Administration.

ARTICLE VII

LAND USE RESTRICTIONS

As long as there is a Class "B" membership, the Developer shall have the right, from time to time, to file land use restrictions applicable to annexed properties that are not in conflict with the provisions hereof. However, as long as the Veterans Administration or the Federal Housing Administration has an interest in The Project, any amendment to the land use restrictions applicable to The Project or any properties annexed thereto, will require the prior approval of the Veterans Administration or the Federal Housing Administration.

ARTICLE VIII

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties nor shall any exterior addition or change or alteration therein, including a change of the building exterior paint color be made nor shall any improvements be made within the individual's lot line or property line (the planting of trees, shrubbery or ground cover in said Lot shall not require prior approval) until the plan and specifications showing the kind, shape, height, materials and location of same shall have been submitted to and approved in writing as to the harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural control committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Nothing contained herein shall relieve the Owner from the responsibility of obtaining proper governmental approvals and permits.

ARTICLE IX

MAINTENANCE OF EXTERIOR OF OWNERS PROPERTY

In the event an owner of any Lot in the properties shall fail to maintain the exterior of his premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be assessed against the subject Lot and such assessment shall be a charge on the land and shall be a continuing lien upon the property. Non-payment of such assessment within thirty (30) days from the due date may result in foreclosure of the lien or an action at law against the owner(s) of the Lot.

ARTICLE X

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UTILITY SERVICE

Developer hereby dedicates certain portions of The Project through which easements are hereinafter granted for use by all utilities for the construction and maintenance of their respective facilities servicing the lands described in this Declaration; and Developer hereby grants to such utilities, jointly and severally, easements for such purpose.

The location and extent of such easements shall be as shown on any recorded subdivision plat within The Project. Additional easements may be granted by the Association for utility purposes in accordance with the requirements of this Declaration.

ARTICLE XI

GENERAL RESTRICTIONS

Section 1. Dwelling Costs, Quality and Size. No dwelling shall be permitted on any Lot if the ground floor area of the main structure, exclusive of one-story open porches and garages, is less than 650 square feet for a one-story building.

Section 2. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, as dashed lines over and across the rear, sides and/or front of certain lots. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow or drainage channels in the easement. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

Section 3. Wells and Septic Tanks. No individual wells will be permitted on any Lot within this subdivision except for irrigation, swimming pools and air conditioning, and no individual septic tanks will be permitted on any Lot within this subdivision. This restriction shall be enforceable as long as the water services and sewage disposal are in operation, satisfactorily servicing each Lot on which a completed building is located in said subdivision in accordance with the standard requirements of the Orange County Water and Sewer Board or other duly constituted governmental authority having jurisdiction.

Section 4. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an

annoyance or nuisance to the neighborhood.

Section 5. Structure and Use. No structure of a temporary character, trailer, basement, shack, garage, barn or other building shall be moved to, erected on, or used on any Lot at any time for a residence, workshop, office, storage room, either permanently or temporarily. No canvas, pipe or other type of carport shall be placed between the sidewalk and the front building line on any Lot. Except during delivery to homes, no commercial vehicles shall be parked in areas zoned for residential uses, including the streets adjacent to the residential Lots. No business, service, repair, or maintenance for the general public shall be allowed on any Lot at any time. No professional signs shall be erected on any Lot at any time. In order to prevent unsightly objects in and about each of the homes to be erected in this subdivision, no gas tank, gas container, or gas cylinder shall be permitted to be placed on or about the outside of any of the houses built in this subdivision or any ancillary building, and all gas tanks, gas containers and gas cylinders shall be installed underground in every instance where gas is used. In the alternative, gas containers may be placed above ground if enclosed on all sides by a decorative wall approved by the Architectural Control Committee. Notwithstanding anything to the contrary set forth herein, Developer shall be exempt from the restriction against the use of temporary structures so long as it owns a Lot in the subdivision and it is using said temporary structure as a sales office or construction trailer.

Section 6. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.

Section 7. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes.

Section 8. Fences. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner,

from the intersection of the street property lines extended. The same sight-line limitation shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient heights to prevent obstruction at such sight lines.

Section 9. Roof Overhangs. In some areas, the roof of a dwelling may overhang the lot lines of the Lot on which said dwelling is located. The Developer specifically reserves on behalf of itself and all dwelling units, an encroachment easement for any such roof overhang for the benefit of the Owner of any such dwelling. Additionally, there is reserved a drainage easement from the overhanging roof unto the adjoining Lot.

Section 10. Parking. No vehicle shall be parked on any part of any Lot except on a paved street or driveway. No house or travel trailer, motor home, camper, boat, or boat trailer shall be parked in the subdivision unless they are concealed from public view within a garage or similar structure. No trailers, or commercial vehicles other than those present for business with a household may be parked in the subdivision, and those vehicles present for business shall not remain longer than during regular business hours.

Section 11. Zero Lot Line Wall Maintenance and Easement Therefor.

(a) Maintenance of a Zero Lot Line Wall shall be the obligation of the Owner of the Zero Lot Line Wall. The Owner shall have an easement over the adjoining Lot, as set forth in Section 10(b) herein, in order to maintain said Zero Lot Line Wall. In no event shall any Owner cut a window or any opening in the Zero Lot Line Wall. Nor shall any Owner make any structural changes in the Zero Lot Line Wall, including, but not limited to, change of paint color, without the express written approval of the Association. In the event the Board of Directors of the Association shall determine that the Zero Lot Line Wall has been damaged by the adjacent Lot Owner, that Owner shall be responsible for repairing such damage in a timely manner and in accordance with the standards established by the Board. In the event such repair is not so accomplished by said adjacent Owner, within thirty (30) days, unless extended by the Board of Directors, the Association shall have the right at reasonable times to enter the adjacent Lot to effect such repair, and the cost thereof shall be charged to the adjacent Lot Owner, and if not paid in a timely manner, shall become a lien on such adjacent Lot.

(b) Developer hereby grants to each Lot Owner with a Zero Lot Line Wall, a

maintenance easement over the Lot adjoining the Owner's Zero Lot Line Wall for the maintenance of said Zero Line Wall. The easement shall be four (4) feet in width, shall be immediately contiguous to the Zero Lot Line Wall, and shall run the length of the Lot on which the easement exists. No structures, walls, fences or trellis' shall be constructed in the easement area within two (2) feet of the Zero Lot Line Wall, and nothing shall be placed within the entire easement area which would block access to the Zero Lot Line Wall or which would in any way interfere with easement holders' ability to maintain the Zero Lot Line Wall. If a fence or wall is constructed in the easement area blocking access to the Zero Lot Line Wall, a door shall be constructed in such wall or fence to give access to the holder of the easement. The Lot Owner in whose favor the easement exists shall have the right to enter upon the easement area in order to perform work relating to the maintenance of the Zero Lot Line Wall.

Section 12. Restrictions Uniform. These General Restrictions are to run with the land and are hereby incorporated by reference in all deeds or other instruments of conveyance which the Developer may execute and deliver conveying land in this Subdivision whether or not specific mention of the restrictions is made in such deeds or other instruments of conveyance. The owner or occupant of each and every Lot in the Subdivision, by acceptance of title thereto, or by taking of land in the Subdivision, thereby covenants and agrees for himself, his heirs, executors, administrators, successors and assigns, that he will comply with and abide by each of the restrictions contained in this Declaration of Restrictions, and that he will exert his best efforts to keep and maintain the land in this Subdivision as an area of high standard.

Section 13. Remedies for Violations. In the event of a violation or breach of any of these general restrictions contained in Article XII, by any person or concern claiming by, through or under the Developer, or by virtue of any judicial proceedings, the Developer and the lot owners or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation breach of any of them. In addition to the foregoing rights, whenever there shall have been built on any Lot any structure which is in violation of these restrictions, the Developer or any of the Lot Owners, jointly or severally, shall have the right to enter upon the property where such violation exists, and summarily abate or remove same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation, restriction, or

condition contained in these general restrictions, however long maintained, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement. Orange County shall have any and all the rights granted herein with respect to enforcement of Section 8 herein. The invalidation by any court of any one of these restrictions shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by the owners of ninety percent (90%) or more of the Lots, and thereafter by an instrument signed by the Owners of seventy five percent (75%) or more of the Lots. Notwithstanding the above, (a) the Developer shall have the right, until December 31, 1985, to amend this Declaration to clarify any ambiguities or conflicts, subject, however, to the requirements, if appropriate, of Section 4 below; and (b) Developer will have the right to amend this Declaration pursuant to Article VI without the consent of any Owners and/or Mortgagees. Any Amendment must be recorded.

Section 4. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration when either of such entities has an interest: Annexation of additional properties, mergers and consolidations,

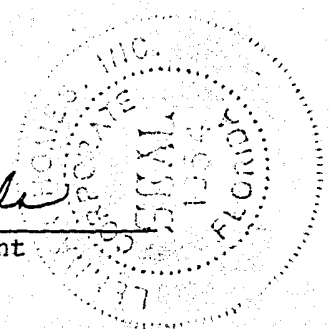
mortgaging of any Common Open Space, dedication of Common Open Space, amendment of this Declaration and dissolution of the Association.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has hereunto executed this Declaration this 27th day of July, 1984.

LENNAR HOMES, INC.

M. E. Saleda
M. E. SALEDA, Vice President

M. J. Watsky
MORRIS J. WATSKY, Asst. Secretary



ACKNOWLEDGEMENT

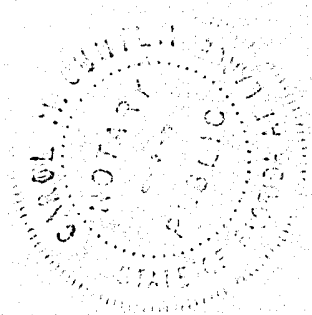
STATE OF FLORIDA
COUNTY OF DADE

The foregoing Declaration for Curry Ford Woods was acknowledged before me this 27th day of July, 1984, by M. E. SALEDA and MORRIS J. WATSKY, as Vice President and Assistant Secretary, respectively, of LENNAR HOMES, INC., a Florida corporation, on behalf of said corporation.

Paul M. Genter
Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV. 20, 1984
BONDED THRU GENERAL INS. UNDERWRITERS



GENERAL PLAN OF DEVELOPMENT

CURRY FORD WOODS

LENNAR HOMES, INC. referred to as the Developer, is now developing
CURRY FORD WOODS, UNIT ONE on the real property legally described as:

CURRY FORD WOODS, UNIT ONE, according to the
Plat thereof as recorded in Plat Book 13 at
Page 135 of the Public Records of Orange
County, Florida.

In addition, the Developer plans to annex additional property described
in Exhibit 1 attached hereto. It is presently anticipated that there will
be one (1) additional stage developed within CURRY FORD WOODS consisting of
up to 68 Units. A sketch of this general plan is attached hereto as Exhibit
2. The proposed annexations, if they are made, will subject the lots in the
annexed property to assessment for their just share of Association expenses
and costs.

Annexations contemplated by this general plan of development shall
become effective upon the recording of an amendment to the Declaration
encumbering CURRY FORD WOODS in the Public Records of Orange County,
Florida.

Should the Developer, in its sole discretion, determine not to annex
additional lands, as provided, this general plan of development shall not
bind the Developer to make the additions contemplated or to adhere to this
Plan in the subsequent development of those additional lands.

LENNAR HOMES, INC.

By: M. Q. Saldaña
Vice President

UNDEVELOPED PARCEL

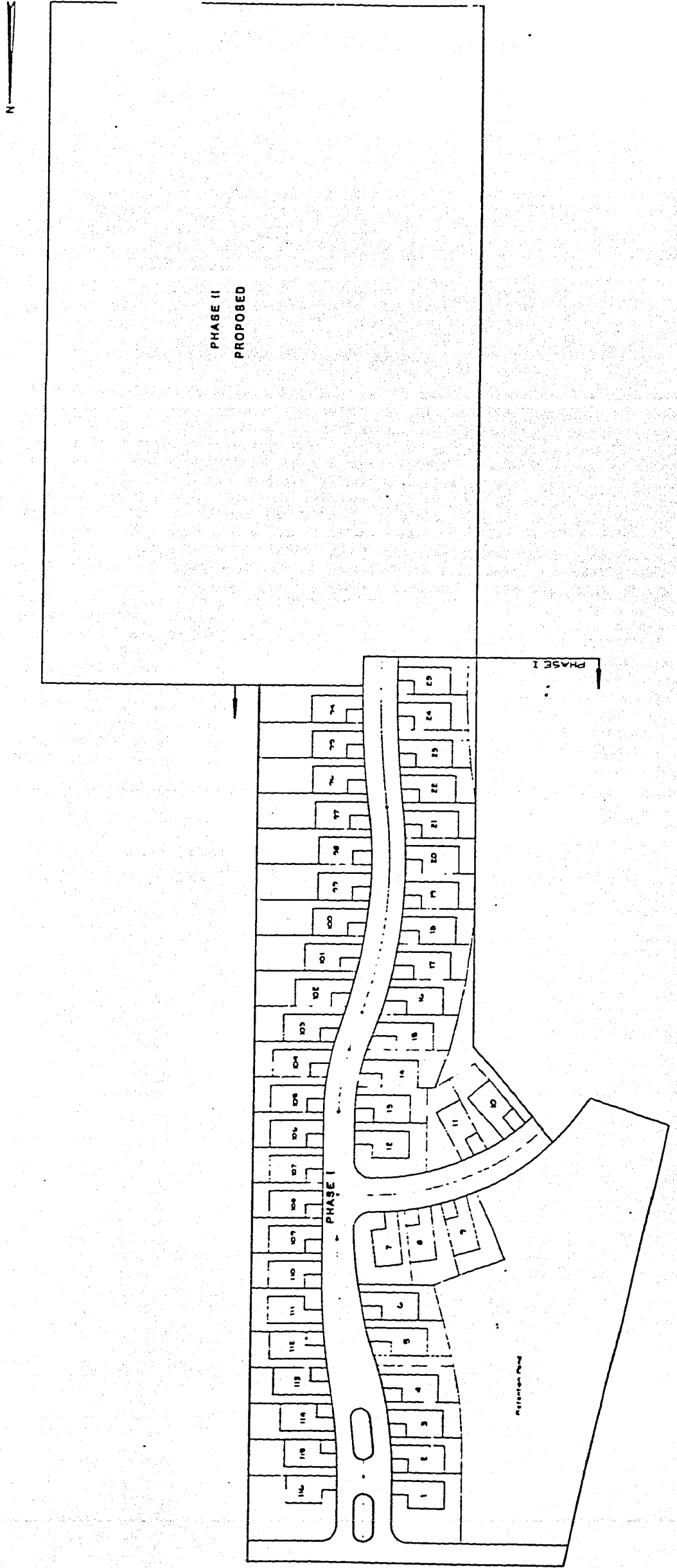
LEGAL DESCRIPTION CURRY FORD WOODS

Commence at the Northwest corner of Section 12, Township 23 South, Range 30 East, Orange County, Florida; thence run S00°04'40"E, along the West line of the Northwest 1/4 of said Section 12, a distance of 30.00 feet for a Point of Beginning, said Point being on the South Right-of-Way line of Curry Ford Road; thence run N89°56'03"E, along said right-of-way line, a distance of 331.84 feet to a point on the East line of the West 1/4 of the Northwest 1/4 of the Northwest 1/4 of said Section 12; thence run S00°03'39"W, along said East line, a distance of 1289.34 feet to a point on the North line of the West 1/2 of the Southwest 1/4 of the Northwest 1/4 of said Section 12; thence run S89°57'54"E, a distance of 328.73 feet to the Northeast corner of said West 1/2; thence run S00°11'56"W, along the East line of said West 1/2, a distance of 999.93 feet to a point situated 320.00 feet by right angle measurement, Northerly from the South line of the Northwest 1/4 of said Section 12; thence run N89°51'44"W, parallel with said South line, a distance of 652.63 feet to a point on the West line of the Northwest 1/4 of said Section 12; thence run N00°04'40"W along said West line, a distance of 1527.30 feet; thence N41°04'52"W a distance of 134.99 feet to a point on a curve concave Southeasterly, having a radius of 405.00 feet; thence from a tangent bearing of 847°51'51"W through a central angle of 12°18'13", run Southwesterly along the arc of said curve a distance of 86.97 feet; thence run N71°44'18"W a distance of 124.48 feet to a point on a Southwesterly extension of the Easterly line of Tract "B", Royal Manor Villas Unit One, as recorded in Plat Book 8 at Pages 125 and 126 of the Public Records of Orange County, Florida; thence run N13°15'42"E, along said Easterly line and extension thereof, a distance of 665.00 feet to a point on the South Right-of-Way Line of Curry Ford Road; thence run S89°47'09"E a distance of 143.77 feet to the Point of Beginning. Containing 28.257 acres more or less.

LESS AND EXCEPT:

Curry Ford Woods, Unit One, according to the Plat thereof as recorded in Plat Book 13 at Page 135 of the Public Records of Orange County, Florida.

EXHIBIT 1



UNDEVELOPED PARCEL

LEGAL DESCRIPTION CURRY FORD WOODS

Commence at the Northwest corner of Section 12, Township 23 South, Range 30 East, Orange County, Florida; thence run S00°04'40"E, along the West line of the Northwest 1/4 of said Section 12, a distance of 30.00 feet for a Point of Beginning, said Point being on the South Right-of-Way line of Curry Ford Road; thence run N89°56'03"E, along said right-of-way line, a distance of 331.84 feet to a point on the East line of the West 1/4 of the Northwest 1/4 of the Northwest 1/4 of said Section 12; thence run S00°03'39"W, along said East line, a distance of 1289.34 feet to a point on the North line of the West 1/2 of the Southwest 1/4 of the Northwest 1/4 of said Section 12; thence run S89°57'54"E, a distance of 328.73 feet to the Northeast corner of said West 1/2; thence run S00°11'56"W, along the East line of said West 1/2, a distance of 999.93 feet to a point situated 320.00 feet by right angle measurement, Northerly from the South line of the Northwest 1/4 of said Section 12; thence run N89°51'44"W, parallel with said South line, a distance of 652.63 feet to a point on the West line of the Northwest 1/4 of said Section 12; thence run N00°04'40"W along said West line, a distance of 1527.30 feet; thence run N41°04'52"W a distance of 134.99 feet to a point on a curve concave Southeasterly, having a radius of 405.00 feet; thence from a tangent bearing of S47°51'51"W through a central angle of 12°18'13", run Southwesterly along the arc of said curve a distance of 86.97 feet; thence run N71°44'18"W a distance of 124.48 feet to a point on a Southwesterly extension of the Easterly line of Tract "B", Royal Manor Villas Unit One, as recorded in Plat Book 8 at Pages 125 and 126 of the Public Records of Orange County, Florida; thence run N13°15'42"E, along said Easterly line and extension thereof, a distance of 665.00 feet to a point on the South Right-of-Way Line of Curry Ford Road; thence run S89°47'09"E a distance of 143.77 feet to the Point of Beginning. Containing 28.257 acres more or less.

LESS AND EXCEPT:

Curry Ford Woods, Unit One, according to the Plat thereof as recorded in Plat Book 13 at Page 135 of the Public Records of Orange County, Florida.

EXHIBIT B

State of Florida



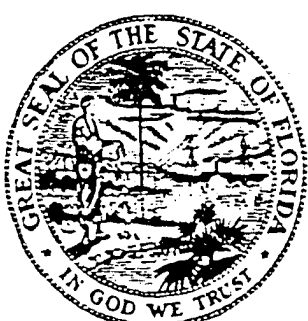
Department of State

*I certify that the attached is a true and correct copy of the Articles
of Incorporation of* CURRY FORD WOODS HOMEOWNERS ASSOCIATION, INC.

*a corporation organized under the Laws of the State of Florida,
filed on* July 20, 1984

The charter number for this corporation is NO4297

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
20th day of July 1984



George Firestone
Secretary of State

WP-104 CER-101

EXHIBIT C

ARTICLES OF INCORPORATION

OF

CURRY FORD WOODS HOMEOWNERS ASSOCIATION, INC.

Pursuant to the provisions of Chapter 617, Florida Statutes, the undersigned natural person competent to contract, acting as Incorporator of a corporation not-for-profit, hereby adopt the following Articles of Incorporation:

JUL 20 06 PM '11
SECRETARY OF STATE
MIAMI, FLORIDA

FILED

ARTICLE I

NAME

The name of the corporation is CURRY FORD WOODS HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association".

ARTICLE II

PRINCIPAL OFFICE

The principal office of the Association is located at 700 N.W. 107 Avenue, Miami, Florida 33172.

ARTICLE III

REGISTERED AGENT

MORRIS J. WATSKY, whose address is 700 N.W. 107 Avenue, Miami, Florida 33172, is hereby appointed the initial Registered agent of the Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance and preservation of the Common Open Spaces, and the architectural control of the residence lots (all as defined in the Declaration referred to hereinafter) within that certain tract of property described as:

CURRY FORD WOODS, UNIT ONE according to the Plat thereof, as recorded in Plat Book 13 at Page 135 of the Public Records of Orange County, Florida.

and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be

brought within the jurisdiction of this Association, and, in furtherance of these purposes, to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration hereinafter and above called the "Declaration", applicable to the property and recorded or to be recorded in the office of the Clerk of the Circuit Court of Orange County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment of, by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Open Space to any Public Agency or authority or utility for such purposes and subject to such conditions as may be provided in the Declaration;

(f) participate in mergers and consolidation with other non-profit corporations organized for the same purposes or annex additional residential property and common area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under Chapter 617, Florida Statutes, by law may now or hereafter have and exercise; and

(h) appoint members of the Architectural Control Committee.

ARTICLE V

MEMBERSHIP

Each Lot which is subject by covenants of record to assessment by the Association shall have appurtenant thereto a membership in the Association, which membership shall be held by the person or entity, or in common by the persons or entities, owning such Unit, except that no person or entity holding an interest or title to a Unit as security for performance of an obligation shall acquire the membership appurtenant to such Lot by virtue of such interest or title. In no event may any membership be severed from the Lot to which it is appurtenant.

ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Developer and shall be entitled to one vote for each lot owned. When more than one (1) person holds an interest on any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. Class B member(s) shall be the Developer (as defined in the Declaration), and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of one of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) January 1, 1989.

ARTICLE VII

BOARD OF DIRECTORS

The affairs and property of this corporation shall be managed and governed by a Board of Directors composed of not less than three (3) nor more than nine (9) persons. The first Board of Directors shall have three (3) members, and in the future the number will be determined from time to time in accordance with the provisions of the By-Laws of the Corporation. The number of Directors on the Board of Directors shall always be an odd number.

The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

<u>Name</u>	<u>Address</u>
ROBERT C. BIGHAM	700 N.W. 107 Avenue Miami, Florida 33172
PER LINDHOLM	520 N. Semoran Boulevard Orlando, Florida 33807
GAIL KELLER	700 N.W. 107 Avenue Miami, Florida 33172

At the first annual meeting after the Class B membership is converted to Class A membership, the members shall elect two (2) directors for a term of one (1) year, two (2) directors for a term of two (2) years and a fifth (5th) director for a term of three (3) years. The candidate receiving the largest number of votes shall serve as director for three (3) years; the two candidates receiving the second and third largest vote shall serve as directors for two (2) years and the two candidates receiving the fourth and fifth largest vote shall serve as directors for one (1) year. At each annual meeting thereafter, the members shall elect the appropriate number of directors for a term of three years.

ARTICLE VIII

OFFICERS

The officers of this Association shall be a President and a Vice-President, who shall at all times be members of the Board of Directors, a Secretary, a Treasurer, and such other officers as the Board may from time to time by resolution create. The election of officers shall take place at the first meeting of the Board of Directors which shall follow each annual meeting of members. The names of the officers who are to serve until the first election of appointments are:

PRESIDENT	ROBERT C. BIGHAM
VICE PRESIDENT	PER LINDHOLM
SECRETARY	GAIL KELLER
TREASURER	GAIL KELLER

ARTICLE IX

INDEMNIFICATION OF OFFICERS AND DIRECTORS

A. The Association hereby indemnifies any Director or officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

1. Whether civil, criminal, administrative, or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity of Director or officer of the Association, or in his capacity as Director, officer, employee or agent of any other corporation, partnership, joint venture, or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys fees, actually or necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or officer did not act in the good faith in the reasonable belief that such action was in the best interests of the Association or that he had reasonable grounds for belief that such action was unlawful.

B. By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or officer of the Association, or by reason of his being or having been a Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses, including attorneys fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association. Such person shall not be entitled to indemnification in relation to matters to which such person has been adjudged to have been guilty of gross negligence or misconduct in the performance of his duty

to the Association, unless and only to the extent that, the court, administrative agency, or investigative board before which such action, suit or proceeding is held shall determine upon application that despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

C. The Board of Directors shall determine whether amounts for which a Director or officer seeks indemnification were properly incurred and whether such Director or officer acted in good faith and in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

D. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

ARTICLE X

TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

A. No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, association or other organization in which one or more of its Directors or officers are Directors or officers, have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No Director or officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

B. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

ARTICLE XI

BY-LAWS

By-Laws shall be initially adopted by the Board of Directors after which these By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members-present in person or by proxy.

ARTICLE XII

AMENDMENTS

Proposals for the alteration, amendment or rescision of these Articles of Incorporation may be made by a majority of the Board of Directors or twenty-five percent (25%) of the voting members. Amendment of these Articles of Incorporation shall require the assent of not less than seventy-five percent (75%) of the total number of votes in each class membership, except that the Board of Directors may amend these Articles of Incorporation without the assent of the membership to correct any ambiguities, scriveners errors or conflicts appearing within these Articles of Incorporation.

ARTICLE XIII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by the holders of not less than two-thirds (2/3) of the total number of votes in each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for the purposes similar to those for which this Association was created. In the event dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust, or other organization to be devoted to such similar purposes. Any action under this Article is subject to the procedures and requirements of Florida Statute 617.05.

ARTICLE XIV

DURATION

The corporation shall exist perpetually.

ARTICLE XV

O.R. 3559 PG 2365

SUBSCRIBER

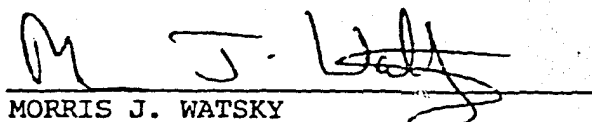
The name and residence of the subscriber is as follows: MORRIS J. WATSKY, 700 N.W. 107 Avenue, Miami, Florida 33172.

ARTICLE XVI

FHA AND VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of either the Federal Housing Administration or the Veterans' Administration when either of subject entities has an interest: annexation of additional properties, mergers and consolidations; mortgaging or dedication of the common area; or dissolution and amendment of these Articles.

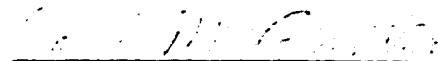
IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, as incorporator of this Association, have executed these Articles of Incorporation this 15th day of July, 1984.


MORRIS J. WATSKY

STATE OF FLORIDA
COUNTY OF DADE

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority, MORRIS J. WATSKY, to me well known and well known to me to be the person described in and who executed the foregoing Articles of Incorporation, and he acknowledged before me that he executed said instrument as their free and voluntary act and deed for the uses and purposes therein set forth and expressed.

WITNESS my hand and official seal this 15th day of July, 1984


Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV. 20, 1984
BONDED THRU GENERAL INS. UNDERWRITERS

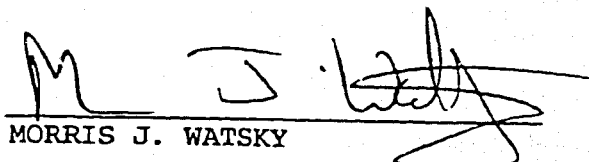
CERTIFICATE DESIGNATING PLACE OF BUSINESS FOR SERVICE
OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON
WHOM PROCESS MAY BE SERVED

Pursuant to Chapter 48.091, Florida Statutes, the following
in compliance with said act:

THAT THE CURRY FORD WOODS HOMEOWNERS ASSOCIATION, INC. desiring
organize under the laws of the State of Florida, with its principal offices
at 700 N.W. 107 Avenue, Miami, Dade County, Florida 33172, has named MORRIS
J. WATSKY, whose office is located at 700 N.W. 107 Avenue, Miami, Florida
33172 as its agent to accept service of process within this State.

ACKNOWLEDGEMENT

Having been so named to accept service of process of the above stated
corporation, at the place designated in this Certificate, I hereby accept to
act in this capacity, and agree to comply with the provisions of said Act
relative to keeping open said office.


MORRIS J. WATSKY

FILED
JUL 20 3 00 PM '84
SECRETARY OF STATE
MIAMI, FLORIDA

BY-LAWS OF

CURRY FORD WOODS HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is CURRY FORD WOODS HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, hereinafter referred to as the "Association". The principal office of the corporation shall be located at 700 N.W. 107th Avenue, Miami, Florida 33172, but meetings of members and directors may be held at such places within the State of Florida, County of Orange, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Defined terms in the Declaration referred to in the Articles of Incorporation of this Association (hereinafter referred to as the "Declaration") are herein used as therein defined.

ARTICLE III

MEETING OF MEMBERS

§1. Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter at the hour of 7:30 o'clock P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. The first meeting of the Board of Directors of the Association shall be held immediately succeeding the annual meeting of members.

§2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

§3. Notice of Hearing. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member

entitled to vote there at , addressed to the members' address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

§4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at meeting, the members entitled to vote there at shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

§5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

§1. Number. The affairs of this Association shall be managed and governed by a Board of Directors composed of not less than three (3) nor more than nine (9) persons. The first Board of Directors shall have three (3) members, who need not be members of the Association.

§2. Term of Office. At the first annual meeting after the Class B membership is converted to Class A membership, the members shall elect two (2) directors for a term of one (1) year, two (2) directors for a term of two (2) years and a fifth (5th) director for a term of three (3) years. The candidate receiving the largest number of votes shall serve as director for three (3) years; the two candidates receiving the second and third largest vote shall serve as directors for two (2) years; and the two candidates receiving the fourth and fifth largest vote shall serve as directors for one (1) year. At each annual meeting thereafter the members shall elect the appropriate number of directors for a term of three (3) years.

§3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

§4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

§5. Action Taken Without A Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

§1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the date of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

§2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

§1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

§2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association or by any two directors, after not less than three (3) days notice to each director.

§3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

§1. The Board of Directors shall have power to:

- (a) adopt and publish Rules and Regulations governing the use of the Common Open Spaces and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights of, and the right to use of the Common Open Space of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended, after notice and hearing, for a period of not to exceed sixty (60) days for infraction of published Rules and Regulations;
- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by any other provision of these By-Laws, the Articles of Incorporation or the Declaration;
- (d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

- (e) employ or dismiss an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;
- (f) accept such other functions or duties with respect to and including architectural control, in addition to maintenance responsibilities, as are determined from time to time to be proper by the majority of the Board of Directors; and
- (g) delegate to, and contract with, a mortgage company or financial institution, responsibility for collection of the assessments of the Association.

§2. Duties. It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;
- (b) supervise all officers, agents and employees of this Association and to see that their duties are properly performed;
- (c) as provided in the Declaration to:
 - (1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
 - (2) send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
 - (3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date or to bring an action at law against the owner personally obligated to pay the same.
- (d) issue or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If

- a certificate states an assessment has been paid, such certificates shall be conclusive evidence of such payment;
- (e) procure and maintain adequate liability and hazard insurance on property owned or controlled by the Association, or for which, in the opinion of a majority of the directors, it may be liable and should provide coverage;
 - (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
 - (g) cause the Common Open Space to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

§1. Enumeration of Officers. The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors; a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create.

§2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors which shall follow each annual meeting of the members.

§3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

§4. Special Appointment. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

§5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

§6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The office appointed to such vacancy shall serve for the

remainder of the term of the officer he replaces.

§7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to §4 of this Article.

§8. Duties. The duties of the officers are as follows:

PRESIDENT

The President shall preside at all meetings of the Board of Directors; see that resolutions and orders of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

VICE PRESIDENT

The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

SECRETARY

The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses; and shall perform such other duties as required by the Board.

TREASURER

The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

O.F. 3559 PG 2374

COMMITTEES

The Association shall appoint an Architectural Control Committee as provided in the Declaration and a Nominating Committee. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully described in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made and are the personal obligation of the member.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words:

CURRY FORD WOODS HOMEOWNERS ASSOCIATION, INC.

a Florida corporation, not for profit, 1984.

ARTICLE XIII

AMENDMENTS

§1. These By-Laws may be amended, at a regular or special meeting of the members, by vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration while either of such entities has an interest, shall have the right to veto any of the above while there is a Class B membership.

§2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any

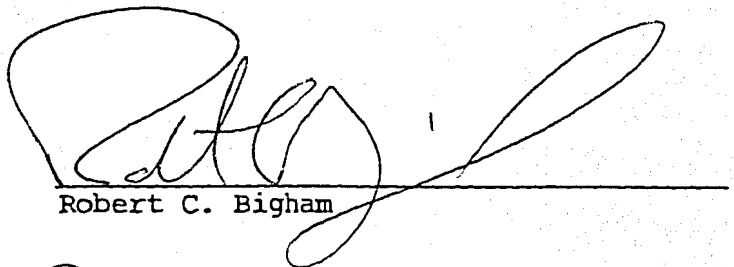
conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

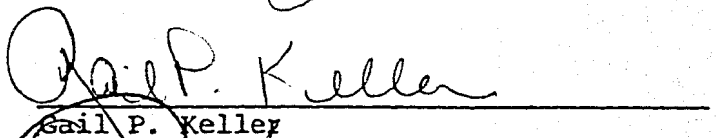
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

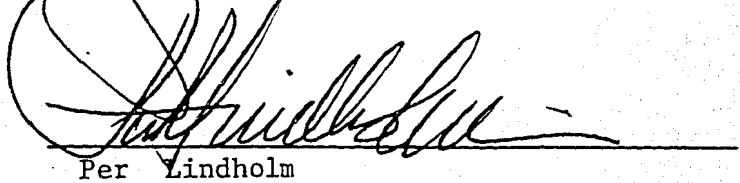
IN WITNESS WHEREOF, we, being all of the Directors of CURRY FORD WOODS HOMEOWNERS ASSOCIATION, INC. have hereunto set our hands this 27th day of July 1984.



Robert C. Bigham



Gail P. Keller



Per Lindholm

CERTIFICATION

I, the undersigned, do hereby certify that:

I am duly elected and acting Secretary of the CURRY FORD WOODS HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, and,

That the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 23rd day of July, 1984.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 27th day of July, 1984.

Gail P. Keller
Secretary

STATE OF FLORIDA

COUNTY OF DADE

I hereby certify that on this day personally appeared before me, the undersigned authority, the following named persons, to-wit:

Robert C. Bigham Per Lindholm
Gail P. Keller

all to me well known and well known to me to be the persons of those names described in and who executed the foregoing instrument and they acknowledged before me that they executed the said instrument as their free and voluntary act and deed for the uses and purposes therein set forth and expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this 27th day of July, 1984.

Carol M. Gunter
Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV. 20, 1984
BONDED THRU GENERAL INS. UNDERWRITERS

RECORDED & RECORD VERIFIED

Thomas H. L. L.
County Comptroller, Orange Co., Fla